

INTERLOCAL COOPERATION ACT AGREEMENT  
PROPONENTS OF SOUND SCIENCE FOR LOWER PLATTE RIVER POLICY DECISIONS

This Agreement is entered into by and between

City of Fremont (COF)  
City of Lincoln (COL)  
City of Papillion (COP)  
Loup River Public Power District (LPPD)  
Lower Platte South Natural Resources District (LPSNRD)  
Metropolitan Utilities District (MUD)  
Nebraska Public Power District (NPPD)  
North Loup Public Power and Irrigation District (NLPP&ID)  
Omaha Public Power District (OPPD)  
The Central Nebraska Public Power and Irrigation District (CNPPID)  
Twin Loup Reclamation District (TLRD)

all of which are political subdivisions or state agencies of and are situated in the State of Nebraska and referred to as parties hereinafter.

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, EACH ACKNOWLEDGING THE RECEIPT OF GOOD, ADEQUATE, AND VALUABLE CONSIDERATION, AS FOLLOWS:

1. AUTHORITY: This Agreement is made and entered into by the parties pursuant to the authority conferred upon each under the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 through §13-827.

2. PURPOSES OF AGREEMENT: The Nebraska Game and Parks Commission (NGPC) is in the process of preparing opinions on the conditions in the Lower Platte River. The NGPC has issued a draft Biological Opinion stating that further degradation in magnitude and structure of the hydrograph of the Lower Platte River and further depletions to the river within the area including the lower Platte River Basin, the Loup River Basin, Elkhorn River Basin, and Salt Creek Basin will jeopardize the continued existence of the pallid sturgeon, interior least tern and piping plover in Nebraska. The NGPC may complete, update, revise, or issue multiple Biological Opinions during the duration of this Agreement. The Department of Natural Resources may consider the Biological Opinion information pursuant to its' statutory obligations.

The Parties will review, examine, and provide comments on the adequacy of the Biological Opinion to ensure that the Biological Opinion is based on sound science, is historically accurate, and provides an appropriate basis for decision making of the State.

The Parties collectively may perform any or all of the following purposes, but are not limited to these purposes:

- a) Conduct a comprehensive review of the scientific analysis, the methodologies, the data collection, and the conclusions, of the Biological Opinion, either with in-house experts and resources or by contracting with other experts;
- b) Prepare and submit comments related to any of the stated purposes at any public hearings, meetings, gatherings,
- c) Join with any other groups or entities to accomplish any of the stated purposes described herein.

This Agreement also provides for the organizational and administrative structure and enumeration of the powers, privileges, and authorities to be exercised jointly by the parties. Those powers, privileges, and authorities shall not exceed the powers, privileges, or authorities exercised or capable of being exercised by each of the parties to this Agreement, nor shall they be used in a manner that is in violation of any of the parties' public purposes.

3. BOARD: A Board of Directors (Board) is hereby established for the purposes of managing the affairs, actions and other business of the parties to this Agreement. Each party shall have one member and may, at its discretion, designate one alternate member who will represent that party in the event the member is unable to attend a meeting of the Board. Each member (or, when applicable, alternate member) of the Board shall be entitled to one vote on all matters coming before the Board. The majority of the votes cast on any issue shall determine the issue.

The members and alternates of the Board shall be appointed by their respective governing boards. Each Board member and alternate shall serve at the pleasure of his or her respective organization. Any vacancy which occurs in the Board shall be filled within 30 days through the appointment of a replacement by the represented party.

The Board shall guide activities, approve budgets, expenditures and such contractual arrangements with other persons, coalitions or other organizations as the Board deems necessary.

Meetings of the Board shall be conducted at least annually and at such other frequent times as may be required to proceed with and bring the purposes of this Agreement to a timely completion. A majority of the members of the Board must be present to constitute a quorum for the transaction of business. A lesser number in attendance at any meeting shall have power to adjourn the meeting.

4. OFFICERS: The Chair shall preside at all the meetings of the Board; shall decide all questions of order, be an ex-officio member of all committees, and have such general powers and duties of supervision and management as shall be necessary and germane or required for the execution and prosecution of the affairs of the parties.

The Vice-Chair shall serve in the absence of the Chair and in the Chair's absence shall have all of the powers and duties of the Chair and shall have such other powers and duties as the Chair or Board shall from time to time delegate to the Vice-Chair and the Vice-Chair shall be an ex-officio member of all committees.

The Secretary/Treasurer to the Board shall keep minutes of all meetings conducted by the group. The Secretary/Treasurer shall as directed by the Board, issue assessments, collect funds, prepare and submit in writing quarterly reports of the state of the finances of the parties. The Secretary Treasurer shall pay money only upon authorization signed by the Chair of the Board, or in the absence of the Chair, by the Vice-Chair of the Board. Payment of all accounts after authorization shall be made by check signed by the Secretary/Treasurer. The Secretary/Treasurer shall serve without bond.

In addition to the foregoing, the Officers shall have such other and additional duties, powers, privileges, and authority as the Board may determine to be appropriate or necessary and, by Board action, delegate or direct.

5. FINANCES AND BUDGET: The work described herein is estimated to cost \$55,000, which will be shared equally by all parties to the Agreement. Each party hereto irrevocably commits the following amount toward completion of the purposes of this effort:

<u>Party</u>	<u>Cash Contribution</u>
City of Fremont	\$5,000
City of Lincoln	\$5,000
City of Papillion	\$5,000
Loup River Public Power District	\$5,000
Lower Platte South Natural Resources District	\$5,000
Metropolitan Utilities District	\$5,000
Nebraska Public Power District	\$5,000
North Loup Public Power & Irrigation District	\$5,000
Omaha Public Power District	\$5,000
The Central Nebraska Public Power & Irrigation District	\$5,000
Twin Loup Reclamation District	\$5,000

Beginning on the date on which when this Agreement is entered into, and continuing each year thereafter during the existence of this Agreement, the Board shall establish and adopt by a majority vote of the Board members, a budget for the prosecution and completion of the work to be described herein.

Concurrent with the establishment of the budget each year, the Board shall determine the needed funds and consult with each then existing party to this Agreement regarding their ability to contribute funds as are necessary to conduct the operations of the parties. Upon completion of the budget, the Board shall determine the assessment to be submitted to each then existing party to this Agreement and shall thereafter assess each such party for said amount. Upon receipt of the assessment, each then existing party shall have 60 days to pay the assessment or submit a written notice of withdrawal. Also, the Board shall be entitled to establish a membership category to enable non-political subdivisions to participate with the parties.

6. COMMITTEES: The Board shall have the power to establish such advisory committees as may be necessary, appropriate, or beneficial to the conduct of the affairs of the parties. Such committees shall have such powers, duties, and authorities as shall be delegated by the Board, and shall provide information and make recommendations to the Board as requested.

7. WITHDRAWAL: Any party to this Agreement may withdraw from this Agreement and from representation on the Board upon 60-day written notification to the Chair. Any party withdrawing from the Agreement shall remain liable for pro rata share of any costs properly approved and incurred through the effective date and time of withdrawal to the extent such costs exceed all sums then available for expenses. Costs for labor and services are not considered incurred until the work has been performed.

8. CHANGE IN MEMBERSHIP: This Agreement may be amended or modified to increase its membership upon approval of a majority of the then existing parties. The Board by majority vote shall determine the pro rata contribution to the parties' funds for all new members. Any new members shall be required to have the written approval of their governing body or administrative head.

9. DURATION AND TERMINATION: This Agreement and the Board created hereby shall continue in existence until January 31, 2012, unless terminated as a result of the following: (a) the completion of the purposes of this Agreement, or (b) the vote of the majority of the then constituted Board. Whenever termination occurs, all outstanding debts and obligations relating to the effort shall be paid and all unused funds that were contributed by the parties shall be returned to the parties in such proportion as represented by each party's pro rata share of the total cash contributions paid by all parties prior to the date of termination.

10. AMENDMENT AND MODIFICATION: This Agreement may be extended or otherwise amended or modified upon the approval of written modifications by each party hereto in writing.

11. EFFECTIVE DATE: This Agreement shall be effective as soon as signed by the authorized representative of six of the proposed parties hereto.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall constitute one and the same instrument. This Agreement is hereby approved and executed by the following parties on the dates shown below.

SIGNATURE PAGE FOLLOWS

INTERLOCAL COOPERATION ACT AGREEMENT

PROPONENTS OF SOUND SCIENCE FOR LOWER PLATTE RIVER POLICY DECISIONS

City of Fremont

DATE

By: \_\_\_\_\_

\_\_\_\_\_

City of Lincoln

DATE

By: \_\_\_\_\_

\_\_\_\_\_

City of Papillion

DATE

By: \_\_\_\_\_

\_\_\_\_\_

Loup River Public Power District

DATE

By: \_\_\_\_\_

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Lower Platte South Natural Resources District

DATE

By: \_\_\_\_\_

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Metropolitan Utilities District

DATE

By: \_\_\_\_\_

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Nebraska Public Power District

DATE

By: \_\_\_\_\_

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North Loup Public Power and Irrigation District

DATE

By: \_\_\_\_\_

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Omaha Public Power District

DATE

By: \_\_\_\_\_

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The Central Nebraska Public Power and Irrigation District

DATE

By: \_\_\_\_\_

\_\_\_\_\_

Twin Loup Reclamation District

DATE

By: \_\_\_\_\_

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